

IN THE UNITED STATES  
PATENT AND TRADEMARK OFFICE

**Patent Application**

**Inventor(s):** Richard Alan Becker  
Stephen Gregory Eick  
Eileen O'Loughlin Miller  
Allan R. Wilks

**Case:** 3-3-3-3Re

**Serial No.:** 08/285,363      **Group Art Unit:** 2412

**Filing Date:** August 3, 1994

**Examiner:** P. Nguyen

**Title:** Dynamic Graphical Analysis of Network Data

**ASSISTANT COMMISSIONER FOR PATENTS  
WASHINGTON, D.C. 20231**

**SIR:**

**Consent of Assignee**

The undersigned, assignee of the entire right, title and interest in the United States of America, of the Letters Patent No. 5,136,690, hereby assents to the re-issue application.

The undersigned has caused to be reviewed all evidentiary chain of title of above-identified Letters Patent, as evidenced by a photocopy of the said Assignment and, to the best of the undersigned's belief, title is in the undersigned assignee.

The undersigned (whose title is supplied below) is empowered by the Assignee.

I hereby declare that all statements made herein of my own knowledge and that all statements made on information and belief are believed to be true, and that these statements are made with the knowledge that false statements, and the like so made, are punishable by fine or imprisonment under section 1001, title 18 of the United States Code.

By D. L. Padilla  
Michael R. Greene, Vice President

Date: 8/22/96

Serial No. 08/285,363

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The undersigned has reviewed all the documents in the chain application identified above and, to the best of undersigned's knowledge as assignee identified above.

The undersigned (whose title is supplied below) is empowered to behalf of the assignee.

I hereby declare that all statements made herein of my own knowledge, statements made on information and belief are believed to be true; all statements are made with the knowledge that willful false statements, and punishable by fine or imprisonment, or both, under Section 1001, Title 18, U.S. Code, and that such willful false statements may jeopardize the validity of patent issuing thereon.

Signature: *D. L. Padilla*  
Name: D. L. Padilla for  
Michael R. Greene  
Title: Vice President, Law  
Date: 8/22/96

## Atts.

- (1) Patent Assignment Agreement and Appendix
- (2) Certificate of Amendment of the Certificate of Incorporation
- (3) Assignment Pursuant to Merger of Bell Telephone Laboratories, Inc. Into American Telephone & Telegraph Company
- (4) Assignment and Agreement

## PATENT ASSIGNMENT

**WHEREAS**, AT&T CORP., a corporation created under the laws of the State of New York (hereinafter ASSIGNOR), having an office at 32 Avenue of the Americas, New York, New York, 10013, U.S.A., presently owns or controls TRANSFERRED PATENTS (after giving effect to the assignment referred to in the definition of TRANSFERRED PATENTS); and

**WHEREAS**, the Board of Directors of ASSIGNOR has determined that it is in the best interests of ASSIGNOR and its shareholders to separate ASSIGNOR's existing businesses into three independent businesses; and

**WHEREAS**, as part of the foregoing, ASSIGNOR desires to transfer, assign, convey, deliver and vest all of its interests and rights in TRANSFERRED PATENTS for all countries, jurisdictions and political entities of the world, to and in LUCENT TECHNOLOGIES INC., a corporation created under the laws of the State of Delaware, having an office at 600 Mountain Avenue, Murray Hill, New Jersey 07974, U.S.A. (hereinafter ASSIGNEE).

**NOW, THEREFORE**, for good and valuable consideration, the receipt of which is hereby acknowledged, effective March 29, 1996 (immediately after the effectiveness of the assignment by NCR CORPORATION referred to in the definition of TRANSFERRED PATENTS), ASSIGNOR by these presents does, subject to existing rights and licenses of third parties, hereby assign, convey, transfer and deliver, and agrees to assign, convey, transfer and deliver to ASSIGNEE, its successors, assigns and legal representatives or nominees, ASSIGNOR's entire right, title and interest, for all countries, jurisdictions and political entities of the world, along with the right to sue for past infringement, to all TRANSFERRED PATENTS with respect to which, and to the extent to which, ASSIGNOR now has or hereafter acquires the right to so assign, convey, transfer and deliver.

ASSIGNOR agrees that, upon request it will, at any time without charge to ASSIGNEE but at ASSIGNEE's expense, sign all papers, take all rightful oaths, and do all acts which may be necessary, desirable or convenient for vesting title to TRANSFERRED PATENTS in ASSIGNEE, its successors, assigns and legal representatives or nominees; including but not limited to any acts which may be necessary, desirable or convenient for claiming said rights and for securing and maintaining said patents in any and all countries and for vesting title thereto in ASSIGNEE, its successors, assigns and legal representatives or nominees.

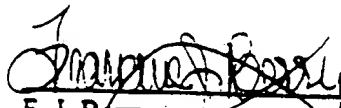
AT&T PROPRIETARY (RESTRICTED)  
SOLELY FOR THOSE PERSONS HAVING A NEED TO KNOW  
USE PURSUANT TO COMPANY INSTRUCTIONS

As used herein "TRANSFERRED PATENTS" means all patents and filed patent applications owned or controlled by ASSIGNOR as of the date hereof (which are, for example, in the name among others of AT&T Corp., AT&T Information Systems, AT&T Bell Laboratories and American Telephone and Telegraph Company, including certain patents previously assigned to ASSIGNOR by NCR CORPORATION under a separate Patent Assignment) except for the following:

- (i) all patents and patent applications listed in Appendix "A" hereof, which will be retained by ASSIGNOR; those patents and patent applications listed in Appendix "B" hereof, which ASSIGNOR is assigning to its Subsidiary, NCR CORPORATION, a Maryland corporation, by an equivalent Assignment executed as of this date; and those patents listed in Appendix "C" hereof, in which ASSIGNOR is assigning an undivided, one-half (1/2) interest to ASSIGNEE by a separate Assignment executed as of this date; and
- (ii) all patents and patent applications owned or controlled by AT&T WIRELESS SERVICES, INC., a Delaware corporation, and by its Subsidiaries; and
- (iii) all patents and patent applications owned and controlled by NCR CORPORATION and by its Subsidiaries; and
- (iv) all patents and patent applications owned or controlled by ASSIGNEE's Subsidiaries (it being understood that by its assumption of ownership or control of such Subsidiaries, ASSIGNEE has acquired or will acquire an interest in such patents and applications independent of this Assignment).


Appendix "D" hereof represents ASSIGNOR's and ASSIGNEE's joint view of those patents and patent applications included in the definition of TRANSFERRED PATENTS. In case of conflict between such definition and Appendix "D", the definition shall control; and if requested, ASSIGNOR will execute a writing identifying corrections in Appendix "D".

29 Signed for AT&T CORP. at Basking Ridge, New Jersey, this  
day of March, 1996.

  
F. J. Berry  
Vice President - Law  
AT&T CORP.

\_\_\_\_\_  
Secretary

Accepted for LUCENT TECHNOLOGIES INC. at Liberty Corner New Jersey, this  
29 day of March, 1996.

  
M. R. Greene  
Vice President - Law  
LUCENT TECHNOLOGIES INC.

\_\_\_\_\_  
Secretary

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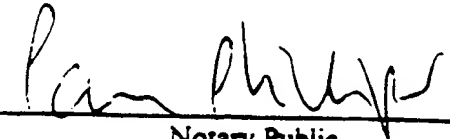
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State of New Jersey )

County of Somerset ) ss:

On the 29 day of March, 1996, before me came F. J. Berry, to me known, who, being by me duly sworn, did depose and says that she is Vice President - Law of AT&T CORP., the corporation described in and which executed the foregoing instrument; that she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by authority of the board of directors of said corporation and that she signed her name thereto by like authority.

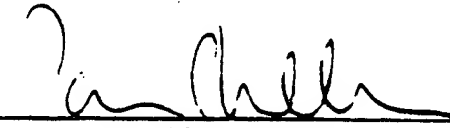
  
Notary Public

PAULA PHILLIPS  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires Sept. 19, 1999

State of New Jersey )

County of Somerset ) ss:

On the 29 day of March, 1996, before me came M. R. Greene, to me known, who, being duly sworn, did depose and says that he is Vice President - Law of LUCENT TECHNOLOGIES INC., the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by authority of the board of directors of said corporation and that he signed his name thereto by like authority.

  
Notary Public

PAULA PHILLIPS  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires Sept. 19, 1999

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# APPENDIX "D"

## LIST OF PATENTS AND PATENT APPLICATIONS TRANSFERRED BY AT&T TO LUCENT

05/646064	05/712394	05/787848	05/853796	05/910190	05/972022
05/648288	05/714525	05/788569	05/858389	05/911099	05/972023
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Department of State } ss:

ereby certify that I have compared the annexed copy with the original document filed by the Department of State and that the same is  
orrect transcript of said original.

Witness my hand and seal of the Department of State on

NOV 15 1994

  
Secretary of State